



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Paz, et al.

Serial No.: 09/770,644

Filed: January 25, 2001

Conf. No.: 6756

For: **MANIPULATING A COMPRESSED VIDEO STREAM**

Examiner: Kristie D. Shingles

Customer No.: 047973

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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Declarant, Wesley C. Rosander, represents that he is the Attorney of Record for MICROSOFT CORPORATION, a corporation of the State of Washington, having a principal place of business at One Microsoft Way, Redmond, Washington 98052, and that he is authorized to make this Declaration and execute this Terminal Disclaimer on behalf of MICROSOFT CORPORATION. Declarant further represents that MICROSOFT CORPORATION is the assignee of the entire interest, as shown by the Merger document recorded at reel 017561, frames 0638 (a copy of which is attached hereto as Exhibit A); and the Assignment recorded at reel 011792, frame 0965 (a copy of which is attached hereto as Exhibit B) in the records of the U.S.

Patent and Trademark Office, of the above-identified application, and also of the related

application, U.S. Serial No. 09/770,767 as shown by the Merger document recorded at reel 017561, frame 0603 (a copy of which is attached hereto as Exhibit C); and the Assignment recorded at reel 011792, frame 0934 (a copy of which is attached hereto as Exhibit D) in the records of the U.S. Patent and Trademark Office. Declarant hereby further certifies that the evidentiary documents at Exhibits A and B have been reviewed by him, and to the best of the Declarant's knowledge and belief, title is in the Assignee seeking to take action.

The Assignee hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of said U.S. Serial No. 09/770,767 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to said U.S. Serial No. 09/770,767, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.


The Assignee does not disclaim any terminal part of any patent granted on the above-identified application that would extend beyond the term of said U.S. Serial No. 09/770,767 in the event that said U.S. Serial No. 09/770,767 later: (a) expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a); (b) has all claims cancelled by a reexamination certificate; (c) is found to not contain any allowed claims that would justify or be relied upon in making an actual non-statutory obviousness-type double patenting rejection for any claims in the present application (09/770,644); or (d) is otherwise terminated or abandoned prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Declarant further declares that all statements made herein of Declarant's own knowledge are true and that all statements made on information and belief are believed to be true; and

further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

DATED this 3<sup>rd</sup> day of May, 2006.

MICROSOFT CORPORATION

By:   
WESLEY C. ROSANDER  
Registration No. 51,030  
Attorney for Applicant  
Customer No. 047973

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**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 02, 2006

PTAS

**\*500099732A\***

RICK D. NYDEGGER  
1000 EAGLE GATE TOWER - 60 E. SO. TEMPLE  
SALT LAKE CITY, UT 84124

**\*500099732A\***

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/02/2006

REEL/FRAME: 017561/0638  
NUMBER OF PAGES: 12

BRIEF: MERGER (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 14531.107.1.2

## ASSIGNOR:

WEBTV NETWORKS, INC.

DOC DATE: 06/28/2002

## ASSIGNEE:

MICROSOFT CORPORATION  
ONE MICROSOFT WAY  
REDMOND, WASHINGTON 98052

SERIAL NUMBER: 09770644

FILING DATE: 01/25/2001

PATENT NUMBER:

ISSUE DATE:

TITLE: MANIPULATING A COMPRESSED VIDEO STREAM

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PAGE 003/005

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017561/0638 PAGE 2

LAZENA MARTIN, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
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<b>NATURE OF CONVEYANCE:</b>	MERGER										
<b>EFFECTIVE DATE:</b>	06/28/2002										
<b>CONVEYING PARTY DATA</b>											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>WebTV Networks, Inc.</td><td>06/28/2002</td></tr></tbody></table>	Name	Execution Date	WebTV Networks, Inc.	06/28/2002							
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<table border="1"><tr><td><b>Name:</b></td><td>Microsoft Corporation</td></tr><tr><td><b>Street Address:</b></td><td>One Microsoft Way</td></tr><tr><td><b>City:</b></td><td>Redmond</td></tr><tr><td><b>State/Country:</b></td><td>WASHINGTON</td></tr><tr><td><b>Postal Code:</b></td><td>98052</td></tr></table>	<b>Name:</b>	Microsoft Corporation	<b>Street Address:</b>	One Microsoft Way	<b>City:</b>	Redmond	<b>State/Country:</b>	WASHINGTON	<b>Postal Code:</b>	98052	
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<b>Application Number:</b>	09770644										
<b>CORRESPONDENCE DATA</b>											
Fax Number: (801)328-1707											
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.											
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Email: <a href="mailto:acroff@wnlaw.com">acroff@wnlaw.com</a>											
Correspondent Name: Rick D. Nydegger											

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<b>ATTORNEY DOCKET NUMBER:</b>	14531.107.1.2						
<b>NAME OF SUBMITTER:</b>	Rick D. Nydegger						
<b>Signature:</b>	/rnydegger 28651/						
<b>Date:</b>	05/02/2006						
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**Address Line 4:** Salt Lake City, UTAH 84124

<b>ATTORNEY DOCKET NUMBER:</b>	14531.107.1.2
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<b>NAME OF SUBMITTER:</b>	Rick D. Nydegger
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<b>Signature:</b>	/rnydegger 28651/
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<b>Date:</b>	05/02/2006
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**RECEIPT INFORMATION**

**EPAS ID:** PAT104594  
**Receipt Date:** 05/02/2006  
**Fee Amount:** \$40

# STATE of WASHINGTON



## SECRETARY of STATE

*I, SAM REED, Secretary of State of the State of Washington and custodian of its seal,*  
hereby issue this

### CERTIFICATE OF MERGER

to

### MICROSOFT CORPORATION

a Washington Profit Corporation. Articles of Merger were filed for record in this office  
on the date indicated below.

**Merging WEBTV NETWORKS, INC., a California corporation not  
qualified in Washington into MICROSOFT CORPORATION**

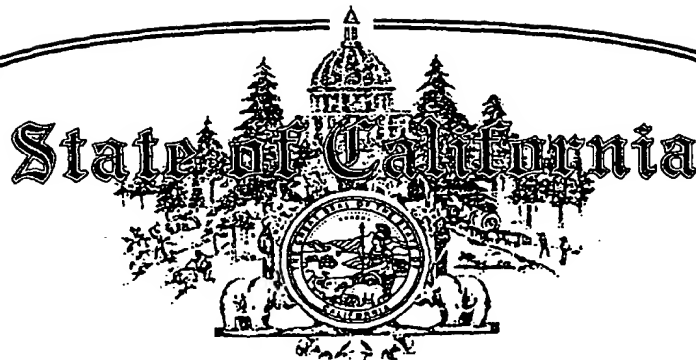
UBI Number: 600 413 485

Date: June 28, 2002



*Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital*

*Sam Reed, Secretary of State*

**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUL - 3 2002

*Bill Jones*

Secretary of State

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# STATE of WASHINGTON



## SECRETARY of STATE

ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

JUL - 1 2002

BILL JONES, Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal,

hereby certify by this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

MICROSOFT CORPORATION

Merging WEBTV NETWORKS, INC., a California Corporation not qualified  
in Washington into MICROSOFT CORPORATION

as filed in this office on June 28, 2002.

Date: June 28, 2002

Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

ARTICLES OF MERGER  
OF  
WEBTV NETWORKS, INC.,  
a California Corporation  
INTO  
MICROSOFT CORPORATION,  
a Washington Corporation

FILED  
SECRETARY OF STATE

JUN 28 2002

STATE OF WASHINGTON

Microsoft Corporation, a Washington corporation (the "Surviving Corporation"); and WebTV Networks, Inc., a California corporation (the "Non-Surviving Corporation"), submit the following Articles of Merger pursuant to RCW 23B.11.050:

1. The Agreement and Plan of Merger approved by the directors of the Surviving Corporation is attached hereto as *Exhibit A*.
2. The Agreement and Plan of Merger was duly adopted by the directors of the Surviving Corporation pursuant to RCW 23.B.11.040.
3. Pursuant to California General Corporation Law § 1110, the approval of the shareholders of the Non-Surviving Corporation was not required because the Surviving Corporation owns at least ninety percent (90%) of the outstanding shares of each class of shares of the Non-Surviving Corporation. Pursuant to RCW 23B.11.040, the approval of the shareholders of the Surviving Corporation was not required because the Surviving Corporation owns ninety percent (90%) of the outstanding shares of each class of shares of Non-Surviving Corporation.

Executed this 27 day of June, 2002, by the Surviving Corporation.

MICROSOFT CORPORATION,  
a Washington Corporation

By

  
John Seethoff  
Assistant Secretary

Validation  
Val: 86/28/2002 - 14396  
\$35.00 on 86/28/2002  
Credit Card - 86/28/2002 - 0

**MICROSOFT CORPORATION,**

**and**

**WEBTV NETWORKS, INC.**

**AGREEMENT AND PLAN OF MERGER**

Dated as of May 30, 2002

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## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of May 30, 2002, by and among Microsoft Corporation, a Washington corporation ("Microsoft"), and WebTV Networks, Inc. (the "Company"), a California corporation controlled by Microsoft.

WHEREAS, Microsoft, the Company and certain other persons are parties to that certain Agreement and Plan of Recapitalization dated April 5, 1997, as amended by the parties thereto on July 16, 1997 and September 24, 2001 (the "Recapitalization Agreement"), which provides for the recapitalization of the Company and the acquisition by Microsoft of a controlling interest in the Company; and

WHEREAS, the Board of Directors of Microsoft has approved this Agreement and the consummation of the transactions contemplated hereby, upon the terms and subject to the conditions set forth herein, and as a result of which transactions the Company shall be merged with and into Microsoft pursuant to Section 23B.11.040 of the Washington Business Corporation Act (the "WBCA") and Section 1110 of the California General Corporation Law (the "CGCL").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Recapitalization Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE I

#### THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as hereinafter defined), in accordance with the WBCA and the CGCL, the Company shall be merged with and into Microsoft and the separate existence of the Company shall thereupon cease (the "Merger"). Microsoft shall be the surviving corporation in the Merger (hereinafter referred to as the "Surviving Corporation").

Section 1.2 Effective Time of the Merger. The Merger shall become effective (the "Effective Time") upon the acceptance of filing of this Agreement and the certificates of approval of the Merger with the office of the California Secretary of State (the "CASOS") and the acceptance of such filing of the Articles of Merger by the Secretary of State of Washington. Microsoft shall not issue merger consideration provided for in this Agreement until it has received written confirmation of the acceptance of such filing of this Agreement and the certificates of approval by the CASOS and the acceptance of such filing of the Articles of Merger by the Secretary of State of Washington.

Section 1.3 Effects of Merger. The Merger shall have the effects set forth in Section 23B.11.060 of the WBCA, Section 1107 of the CGCL, and all other applicable laws.



**Section 1.4 No Further Ownership Rights in Company Securities.** The Microsoft Common Shares to be delivered on or after the Effective Time as described herein shall respectively be deemed to have been delivered in full satisfaction of all rights pertaining to the Class A Shares, as defined below. After the Effective Time, there shall be no transfers on the stock transfer books of the Company of the Class A Shares.

**Section 1.5 Tax-Free Reorganization.** The Merger is intended to be a "reorganization" within the meaning of Section 368 of the Code, and this Agreement is intended to constitute a "plan of reorganization" within the meaning of the regulations promulgated under Section 368 of the Code.

## **ARTICLE II**

### **THE SURVIVING CORPORATION**

**Section 2.1 Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of Microsoft, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until duly amended.

**Section 2.2 Bylaws.** At the Effective Time, the Bylaws of Microsoft, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended.

**Section 2.3 Directors and Officers.** The officers and directors of Microsoft immediately prior to the Effective Time shall remain the officers and directors of the Surviving Corporation, in the same capacities, following the effective time until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

## **ARTICLE III**

### **CONVERSION OF CAPITAL STOCK**

**Section 3.1 Conversion of the Class A Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital shares of Microsoft or the Company, each of the issued and outstanding Class A Shares of the Company (the "Class A Shares") shall be converted into and represent only the right to receive four (4) shares of Microsoft Common Stock. The Microsoft common stock issuable in conversion of Class A Shares under this section shall be the Microsoft common stock issued by Microsoft to the Company pursuant to Section 1.4 of the Recapitalization Agreement (the "Reserved Microsoft Shares").

**Section 3.2 Exchange of Company Certificates.** From and after the Effective Time, each holder of a certificate or certificates representing Class A Shares, upon surrender of such certificates to MellonInvestor Services, L.L.C., Microsoft's designated paying agent (the "Paying Agent"), or upon the provision of an appropriate affidavit of lost certificate and an indemnity bond, and, upon request of Microsoft, the execution and delivery of a letter of transmittal in a form furnished by Microsoft, shall be entitled to receive in exchange therefor Reserve Microsoft Shares in accordance with Section 3.1. Class A Shares that are in book-entry form only shall automatically be converted into the right to receive Reserved Microsoft Shares in accordance with Section 3.1 and Microsoft shall direct the Paying Agent to cancel uncertificated Class A Shares on the books of the Company and issue Reserved Microsoft Shares to the record holders thereof in accordance with Section 3.1, provided, however, that Microsoft reserves the right to require as a condition to such issuance the execution and delivery by the recordholders of Class A Shares of a letter of transmittal or other reasonable documentation in a form furnished by Microsoft. Notwithstanding any other provision of this Agreement, and without regard to when any certificate representing Class A Shares (a "Company Certificate") is surrendered for exchange or the appropriate book entries are made by the Paying Agent as provided herein, no interest shall be paid or payable with respect to any Company Share or Reserved Microsoft Shares issuable upon conversion thereof. Neither the Paying Agent nor any party hereto shall be liable to a holder of Class A Shares for any Reserved Microsoft Shares in conversion thereof that is delivered to a public official pursuant to applicable abandoned property, escheat or other law. If any Reserved Microsoft Shares are to be issued to a name other than that in which the corresponding Company Share in exchange therefor is registered, it shall be a condition of such exchange that the person requesting such exchange shall pay any transfer or other taxes required by reason of the payment in a name other than that of the registered holder of the Company Share surrendered, or shall establish to the reasonable satisfaction of Microsoft that such tax has been paid or is not applicable. Microsoft shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of Class A Shares such amounts as may be required to be deducted or withheld therefrom under the Internal Revenue Code of 1986, as amended or under any provision of state, local or foreign tax law or under any other applicable legal requirement. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been delivered to the person to whom such amounts would otherwise have been delivered.

**Section 3.3 Dissenters Rights.** Notwithstanding anything to the contrary contained in this Agreement, Class A Shares that are issued and outstanding immediately prior to the Effective Time and that are held by a shareholder who has demanded and perfected dissenters rights, or is eligible to demand and perfect dissenters rights, for such shares under Section 1300 of the CGCL (the "Eligible Dissenting Shares") shall not be converted into or be exchangeable for cash, unless and until such holder shall have failed to perfect or shall have effectively withdrawn or lost such right to appraisal under the CGCL. If such holder shall have so failed to perfect or shall have effectively withdrawn or lost such right, then, as of the later of the Effective Time or the occurrence of such event, such holder's Class A Shares shall automatically be converted into and represent only the right to receive Reserved Microsoft Shares in accordance with Section 3.1, without interest thereon, upon compliance with the requirements set forth in

Sections 3.1 and 3.2. If the holder of any Company Dissenting Shares shall become entitled to receive payment for such shares under Section 1300 of the CGCL, such payment shall be made by Microsoft upon surrender of certificates representing such Company Dissenting Shares to Microsoft or the Paying Agent.

**Section 3.4 Cancellation of Class B Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Microsoft or the Company, each of the issued and outstanding Class B Shares of the Company (the "Class B Shares", and together with the Class A Shares, the "Company Shares") will, without any requirement to surrender such shares, be cancelled and deemed no longer outstanding.

**Section 3.5 Closing of Transfer Books.** From and after the Effective Time, the stock transfer books of Company shall be closed and no transfer of Company Shares shall thereafter be made except in accordance with this Article III or as subsequently approved by the Board of Directors of the Surviving Corporation after the Effective Time.

## ARTICLE IV

### MISCELLANEOUS

**Section 4.1 Conditions to Merger.** Consummation of the Merger is subject to the following conditions precedent: (i) this Agreement and the Merger shall have been approved by the Board of Directors of Microsoft by the requisite vote or written consent in accordance with the WBCA and the Articles of Incorporation of Microsoft, (ii) all consents legally required for the consummation of the Merger and the transactions contemplated by this Agreement, shall have been filed, occurred, or been obtained, (iii) no statute, rule, regulation, executive order, decree, or injunction shall have been enacted, entered, promulgated or enforced by any court or governmental entity of competent jurisdiction which enjoins or prohibits the consummation of the Merger, and (iv) there shall not be overtly threatened or pending any action, proceeding or other application before any court or governmental entity brought by any person or governmental entity challenging or seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain any damages caused by such transactions.

**Section 4.2 Termination.** Prior to the Effective Time, this Agreement may be terminated upon the mutual written consent of Microsoft and the Company.

**Section 4.3 Amendment.** This Agreement may be amended by the parties hereto at any time before the Effective Time by an instrument in writing signed on behalf of each of the parties hereto.

**Section 4.4 Interpretation.** The headings, table of contents, and index of defined terms contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or

"including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

**Section 4.5 Miscellaneous.** This Agreement (including the documents and instruments referred to herein): (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties hereto; and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Washington and the State of California, as applicable (without giving effect to the provisions thereof relating to conflicts of law).

**Section 4.6 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

**Section 5.7 Parties in Interest.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

**Section 5.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the principles of conflicts of law thereof.

**Section 4.9 Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

SIGNATURE PAGE -- AGREEMENT AND PLAN OF MERGER

IN WITNESS WHEREOF, Microsoft and the Company have each caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

MICROSOFT CORPORATION

By 

Name: John Seethoff

Title: Assistant Secretary

WEBTV NETWORKS, INC

By 

Name: John Seethoff

Title: Secretary





**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JULY 31, 2001

PTAS



\*101719343A\*

WORKMAN NYDEGGER & SEELEY  
RICK D. NYDEGGER  
1000 EAGLE GATE TOWER  
60 EAST SOUTH TEMPLE  
SALT LAKE CITY, UT 84111

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RECORDATION DATE: 04/27/2001

REEL/FRAME: 011792/0965  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PAZ, OFIR

DOC DATE: 03/15/2001

ASSIGNOR:

KEREN, AVISHAI

DOC DATE: 03/15/2001

ASSIGNOR:

FENSTER, MAIER

DOC DATE: 03/15/2001

ASSIGNEE:

WEBTV NETWORKS, INC.  
1065 LA AVENIDA AVENUE  
MOUNTAIN VIEW, CALIFORNIA 94043

SERIAL NUMBER: 09770644

FILING DATE: 01/25/2001

PATENT NUMBER:

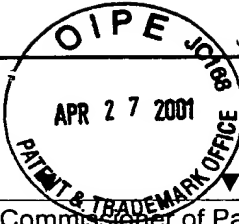
ISSUE DATE:

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Action \_\_\_\_\_  
Response 124  
By \_\_\_\_\_ On 8-6-01  
City \_\_\_\_\_ File # \_\_\_\_\_

14531.107.1.2

011792/0965 PAGE 2

DOROTHY BASMA, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



05-16-2001



101719343

cket No.: 14531.107.1.2

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Ofir Paz**  
**Avishai Keren**  
**Maier Fenster**

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: **March 15, 2001**

2. Name and address of receiving party(ies):

Name: **WebTV Networks, Inc.**

Address: **1065 La Avenida Avenue**

City: **Mountain View** State/Prov.: **CA**

Country: **USA** ZIP: **94043**

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No. Filing date

**(09/770,644)**

**January 25, 2001**

B. Patent No.(s)

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Rick D. Nydegger**

Registration No. **28,651**

Address:

**022913**

PATENT TRADEMARK OFFICE

City: State/Prov.:

Country: ZIP:

6. Total number of applications and patents involved:

**1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

- ☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
☒ Authorized to be charged to deposit account

8. Deposit account number:

**23-3178**

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Rick D. Nydegger**

Name of Person Signing

Signature

Date

**4**

Total number of pages including cover sheet, attachments, and



WHEN RECORDED RETURN TO:

Workman, Nydegger & Seeley  
1000 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111

PATENT APPLICATION

Docket No: 14531.107.1.2

Express Mailing Label No. EL 569074749US

## ASSIGNMENT

WHEREAS, we, Ofir Paz, Avishai Keren, and Maier Fenster, (hereinafter referred to as ASSIGNORS), having post office addresses of Hakukiya Street 48/7, 75548 Rishon Lezion, Israel, Hei Be'Iyar 44, 48056 Rosh Ha'Ayin, Israel; and Toscanini Street 1C, 49354 Petach Tikva, Israel; respectively, are the joint inventors of an invention entitled "MANIPULATING A COMPRESSED VIDEO STREAM", as described and claimed in the specification forming part of an application for United States letters patent;

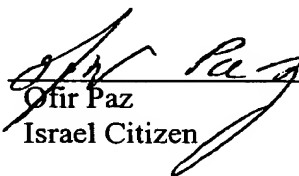
Said invention being disclosed in a United States patent application executed heretofore and now identified as File No. 14531.107.1.2 of the law firm of Workman, Nydegger & Seeley, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 09/770,644 on January 25, 2001.

WHEREAS, WebTV Networks, Inc., (hereinafter referred to as ASSIGNEE), a corporation of the State of California having a place of business at 1065 La Avenida Avenue, Mountain View, CA 94043, is desirous of acquiring the entire right, title, and interest in and to the invention and in and to any letters patent that may be granted therefore in the United States and in any and all foreign countries;

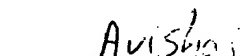
NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, and transfer unto said ASSIGNEE, the entire right, title, and interest in and to said invention, said application and any and all letter patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues, and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty, or otherwise, said invention, application, and all letters patent on said invention to be held and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this agreement, transfer, and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation

regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefore.

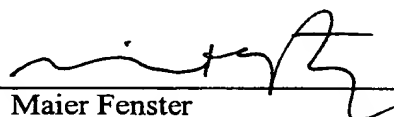
Dated this 15 day of March, 2001.

  
Ofir Paz  
Israel Citizen

Dated this 15 day of March, 2001.

  
Avishai Keren  
Israel Citizen

Dated this 15 day of March, 2001.

  
Maier Fenster  
Israel Citizen

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 02, 2006

PTAS

**\*500099739A\***RICK D. NYDEGGER  
1000 EAGLE GATE TOWER - 60 E. SO. TEMPLE  
SALT LAKE CITY, UT 84124**\*500099739A\***UNITED STATES PATENT AND TRADEMARK OFFICE  
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RECORDATION DATE: 05/02/2006

REEL/FRAME: 017561/0603  
NUMBER OF PAGES: 12BRIEF: MERGER (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 14531.107.1.3ASSIGNOR:  
WEBTV NETWORKS, INC.

DOC DATE: 06/28/2002

ASSIGNEE:  
MICROSOFT CORPORATION  
ONE MICROSOFT WAY  
REDMOND, WASHINGTON 98052SERIAL NUMBER: 09770767  
PATENT NUMBER:  
TITLE: MULTIMEDIA STREAM COMPRESSIONFILING DATE: 01/25/2001  
ISSUE DATE:

RightFax

5/2/06 5:25

PAGE 003/005

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017561/0603 PAGE 2

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ASSIGNMENT SERVICES BRANCH  
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Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	MERGER										
<b>EFFECTIVE DATE:</b>	06/28/2002										
<b>CONVEYING PARTY DATA</b>											
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Name	Execution Date										
WebTV Networks, Inc.	06/28/2002										
<b>RECEIVING PARTY DATA</b>											
<table border="1"><tr><td><b>Name:</b></td><td>Microsoft Corporation</td></tr><tr><td><b>Street Address:</b></td><td>One Microsoft Way</td></tr><tr><td><b>City:</b></td><td>Redmond</td></tr><tr><td><b>State/Country:</b></td><td>WASHINGTON</td></tr><tr><td><b>Postal Code:</b></td><td>98052</td></tr></table>	<b>Name:</b>	Microsoft Corporation	<b>Street Address:</b>	One Microsoft Way	<b>City:</b>	Redmond	<b>State/Country:</b>	WASHINGTON	<b>Postal Code:</b>	98052	
<b>Name:</b>	Microsoft Corporation										
<b>Street Address:</b>	One Microsoft Way										
<b>City:</b>	Redmond										
<b>State/Country:</b>	WASHINGTON										
<b>Postal Code:</b>	98052										
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Property Type	Number										
<b>Application Number:</b>	09770767										
<b>CORRESPONDENCE DATA</b>											
Fax Number: (801)328-1707											
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.											
Phone: (801) 533-9800											
Email: <a href="mailto:acroff@wnlaw.com">acroff@wnlaw.com</a>											
Correspondent Name: Rick D. Nydegger											

<b>Address Line 1:</b> 1000 Eagle Gate Tower - 60 E. So. Temple <b>Address Line 4:</b> Salt Lake City, UTAH 84124							
<b>ATTORNEY DOCKET NUMBER:</b>	14531.107.1.3						
<b>NAME OF SUBMITTER:</b>	Rick D. Nydegger						
<b>Signature:</b>	/mydegger 28651/						
<b>Date:</b>	05/02/2006						
<b>Total Attachments: 10</b> source=Webtv Merger Document#page1.tif source=Webtv Merger Document#page2.tif source=Webtv Merger Document#page3.tif source=Webtv Merger Document#page4.tif source=Webtv Merger Document#page5.tif source=Webtv Merger Document#page6.tif source=Webtv Merger Document#page7.tif source=Webtv Merger Document#page8.tif source=Webtv Merger Document#page9.tif source=Webtv Merger Document#page10.tif							
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<b>EPAS ID:</b>	PAT104601						
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<b>Fee Amount:</b>	\$40						

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<b>NATURE OF CONVEYANCE:</b>	MERGER										
<b>EFFECTIVE DATE:</b>	06/28/2002										
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<b>Postal Code:</b>	98052										
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<b>CORRESPONDENCE DATA</b>											
Fax Number: (801)328-1707											
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: (801) 533-9800											
Email: acroff@wnlaw.com											
Correspondent Name: Rick D. Nydegger											

**Address Line 1:** 1000 Eagle Gate Tower – 60 E. So. Temple  
**Address Line 4:** Salt Lake City, UTAH 84124

<b>ATTORNEY DOCKET NUMBER:</b>	14531.107.1.3
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<b>NAME OF SUBMITTER:</b>	Rick D. Nydegger
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<b>Signature:</b>	/rnydegger 28651/
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<b>Date:</b>	05/02/2006
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**Total Attachments: 10**

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**RECEIPT INFORMATION**

**EPAS ID:** PAT104601  
**Receipt Date:** 05/02/2006  
**Fee Amount:** \$40



# STATE of WASHINGTON



## SECRETARY of STATE

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal,  
hereby issue this

### CERTIFICATE OF MERGER

to

### MICROSOFT CORPORATION

a Washington Profit Corporation. Articles of Merger were filed for record in this office  
on the date indicated below.

**Merging WEBTV NETWORKS, INC., a California corporation not  
qualified in Washington into MICROSOFT CORPORATION**

UBI Number: 600 413 485

Date: June 28, 2002



*Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital*

Sam Reed, Secretary of State



## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUL - 3 2002

*Bill Jones*

Secretary of State

00679115

STATE of WASHINGTON



SECRETARY of STATE

ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

JUL - 1 2002

BILL JONES, Secretary of State

*I, SAM REED, Secretary of State of the State of Washington and custodian of its seal,*

hereby certify by this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

MICROSOFT CORPORATION

Merging WEBTV NETWORKS, INC., a California Corporation not qualified  
in Washington into MICROSOFT CORPORATION

as filed in this office on June 28, 2002.

Date: June 28, 2002

*Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital*

*Sam Reed, Secretary of State*

ARTICLES OF MERGER  
OF  
WEBTV NETWORKS, INC.,  
a California Corporation  
INTO  
MICROSOFT CORPORATION,  
a Washington Corporation

FILED  
SECRETARY OF STATE

JUN 28 2002

STATE OF WASHINGTON

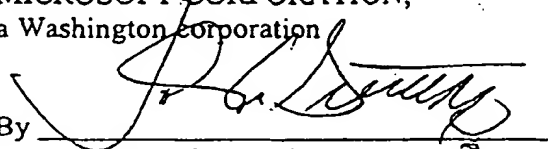
Microsoft Corporation, a Washington corporation (the "Surviving Corporation"); and WebTV Networks, Inc., a California corporation (the "Non-Surviving Corporation"), submit the following Articles of Merger pursuant to RCW 23B.11.050:

1. The Agreement and Plan of Merger approved by the directors of the Surviving Corporation is attached hereto as *Exhibit A*.
2. The Agreement and Plan of Merger was duly adopted by the directors of the Surviving Corporation pursuant to RCW 23B.11.040.
3. Pursuant to California General Corporation Law § 1110, the approval of the shareholders of the Non-Surviving Corporation was not required because the Surviving Corporation owns at least ninety percent (90%) of the outstanding shares of each class of shares of the Non-Surviving Corporation. Pursuant to RCW 23B.11.040, the approval of the shareholders of the Surviving Corporation was not required because the Surviving Corporation owns ninety percent (90%) of the outstanding shares of each class of shares of Non-Surviving Corporation.

Executed this 27 day of June, 2002, by the Surviving Corporation.

MICROSOFT CORPORATION,  
a Washington Corporation

By

  
John Seethoff  
Assistant Secretary

Validation  
Val: 06/28/2002 - 143905  
\$335.00 on 06/28/2002  
Credit Card - 06/28/2002 - 0

**MICROSOFT CORPORATION,**

**and**

**WEBTV NETWORKS, INC.**

**AGREEMENT AND PLAN OF MERGER**

Dated as of May 30, 2002

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## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of May 30, 2002, by and among Microsoft Corporation, a Washington corporation ("Microsoft"), and WebTV Networks, Inc. (the "Company"), a California corporation controlled by Microsoft.

WHEREAS, Microsoft, the Company and certain other persons are parties to that certain Agreement and Plan of Recapitalization dated April 5, 1997, as amended by the parties thereto on July 16, 1997 and September 24, 2001 (the "Recapitalization Agreement"), which provides for the recapitalization of the Company and the acquisition by Microsoft of a controlling interest in the Company; and

WHEREAS, the Board of Directors of Microsoft has approved this Agreement and the consummation of the transactions contemplated hereby, upon the terms and subject to the conditions set forth herein, and as a result of which transactions the Company shall be merged with and into Microsoft pursuant to Section 23B.11.040 of the Washington Business Corporation Act (the "WBCA") and Section 1110 of the California General Corporation Law (the "CGCL").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Recapitalization Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE I

#### THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as hereinafter defined), in accordance with the WBCA and the CGCL, the Company shall be merged with and into Microsoft and the separate existence of the Company shall thereupon cease (the "Merger"). Microsoft shall be the surviving corporation in the Merger (hereinafter referred to as the "Surviving Corporation").

Section 1.2 Effective Time of the Merger. The Merger shall become effective (the "Effective Time") upon the acceptance of filing of this Agreement and the certificates of approval of the Merger with the office of the California Secretary of State (the "CASOS") and the acceptance of such filing of the Articles of Merger by the Secretary of State of Washington. Microsoft shall not issue merger consideration provided for in this Agreement until it has received written confirmation of the acceptance of such filing of this Agreement and the certificates of approval by the CASOS and the acceptance of such filing of the Articles of Merger by the Secretary of State of Washington.

Section 1.3 Effects of Merger. The Merger shall have the effects set forth in Section 23B.11.060 of the WBCA, Section 1107 of the CGCL, and all other applicable laws.

Section 1.4 No Further Ownership Rights in Company Securities. The Microsoft Common Shares to be delivered on or after the Effective Time as described herein shall respectively be deemed to have been delivered in full satisfaction of all rights pertaining to the Class A Shares, as defined below. After the Effective Time, there shall be no transfers on the stock transfer books of the Company of the Class A Shares.

Section 1.5 Tax-Free Reorganization. The Merger is intended to be a "reorganization" within the meaning of Section 368 of the Code, and this Agreement is intended to constitute a "plan of reorganization" within the meaning of the regulations promulgated under Section 368 of the Code.

## ARTICLE II

### THE SURVIVING CORPORATION

Section 2.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of Microsoft, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until duly amended.

Section 2.2 Bylaws. At the Effective Time, the Bylaws of Microsoft, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended.

Section 2.3 Directors and Officers. The officers and directors of Microsoft immediately prior to the Effective Time shall remain the officers and directors of the Surviving Corporation, in the same capacities, following the effective time until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

## ARTICLE III

### CONVERSION OF CAPITAL STOCK

Section 3.1 Conversion of the Class A Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital shares of Microsoft or the Company, each of the issued and outstanding Class A Shares of the Company (the "Class A Shares") shall be converted into and represent only the right to receive four (4) shares of Microsoft Common Stock. The Microsoft common stock issuable in conversion of Class A Shares under this section shall be the Microsoft common stock issued by Microsoft to the Company pursuant to Section 1.4 of the Recapitalization Agreement (the "Reserved Microsoft Shares").



**Section 3.2    Exchange of Company Certificates.** From and after the Effective Time, each holder of a certificate or certificates representing Class A Shares, upon surrender of such certificates to MellonInvestor Services, L.L.C., Microsoft's designated paying agent (the "Paying Agent"), or upon the provision of an appropriate affidavit of lost certificate and an indemnity bond, and, upon request of Microsoft, the execution and delivery of a letter of transmittal in a form furnished by Microsoft, shall be entitled to receive in exchange therefor Reserve Microsoft Shares in accordance with Section 3.1. Class A Shares that are in book-entry form only shall automatically be converted into the right to receive Reserved Microsoft Shares in accordance with Section 3.1 and Microsoft shall direct the Paying Agent to cancel uncertificated Class A Shares on the books of the Company and issue Reserved Microsoft Shares to the record holders thereof in accordance with Section 3.1, provided, however, that Microsoft reserves the right to require as a condition to such issuance the execution and delivery by the recordholders of Class A Shares of a letter of transmittal or other reasonable documentation in a form furnished by Microsoft. Notwithstanding any other provision of this Agreement, and without regard to when any certificate representing Class A Shares (a "Company Certificate") is surrendered for exchange or the appropriate book entries are made by the Paying Agent as provided herein, no interest shall be paid or payable with respect to any Company Share or Reserved Microsoft Shares issuable upon conversion thereof. Neither the Paying Agent nor any party hereto shall be liable to a holder of Class A Shares for any Reserved Microsoft Shares in conversion thereof that is delivered to a public official pursuant to applicable abandoned property, escheat or other law. If any Reserved Microsoft Shares are to be issued to a name other than that in which the corresponding Company Share in exchange therefor is registered, it shall be a condition of such exchange that the person requesting such exchange shall pay any transfer or other taxes required by reason of the payment in a name other than that of the registered holder of the Company Share surrendered, or shall establish to the reasonable satisfaction of Microsoft that such tax has been paid or is not applicable. Microsoft shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of Class A Shares such amounts as may be required to be deducted or withheld therefrom under the Internal Revenue Code of 1986, as amended or under any provision of state, local or foreign tax law or under any other applicable legal requirement. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been delivered to the person to whom such amounts would otherwise have been delivered.

**Section 3.3    Dissenters Rights.** Notwithstanding anything to the contrary contained in this Agreement, Class A Shares that are issued and outstanding immediately prior to the Effective Time and that are held by a shareholder who has demanded and perfected dissenters rights, or is eligible to demand and perfect dissenters rights, for such shares under Section 1300 of the CGCL (the "Eligible Dissenting Shares") shall not be converted into or be exchangeable for cash, unless and until such holder shall have failed to perfect or shall have effectively withdrawn or lost such right to appraisal under the CGCL. If such holder shall have so failed to perfect or shall have effectively withdrawn or lost such right, then, as of the later of the Effective Time or the occurrence of such event, such holder's Class A Shares shall automatically be converted into and represent only the right to receive Reserved Microsoft Shares in accordance with Section 3.1, without interest thereon, upon compliance with the requirements set forth in

Sections 3.1 and 3.2. If the holder of any Company Dissenting Shares shall become entitled to receive payment for such shares under Section 1300 of the CGCL, such payment shall be made by Microsoft upon surrender of certificates representing such Company Dissenting Shares to Microsoft or the Paying Agent.

**Section 3.4 Cancellation of Class B Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Microsoft or the Company, each of the issued and outstanding Class B Shares of the Company (the "Class B Shares", and together with the Class A Shares, the "Company Shares") will, without any requirement to surrender such shares, be cancelled and deemed no longer outstanding.

**Section 3.5 Closing of Transfer Books.** From and after the Effective Time, the stock transfer books of Company shall be closed and no transfer of Company Shares shall thereafter be made except in accordance with this Article III or as subsequently approved by the Board of Directors of the Surviving Corporation after the Effective Time.

## ARTICLE IV

### MISCELLANEOUS

**Section 4.1 Conditions to Merger.** Consummation of the Merger is subject to the following conditions precedent: (i) this Agreement and the Merger shall have been approved by the Board of Directors of Microsoft by the requisite vote or written consent in accordance with the WBCA and the Articles of Incorporation of Microsoft, (ii) all consents legally required for the consummation of the Merger and the transactions contemplated by this Agreement, shall have been filed, occurred, or been obtained, (iii) no statute, rule, regulation, executive order, decree, or injunction shall have been enacted, entered, promulgated or enforced by any court or governmental entity of competent jurisdiction which enjoins or prohibits the consummation of the Merger, and (iv) there shall not be overtly threatened or pending any action, proceeding or other application before any court or governmental entity brought by any person or governmental entity challenging or seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain any damages caused by such transactions.

**Section 4.2 Termination.** Prior to the Effective Time, this Agreement may be terminated upon the mutual written consent of Microsoft and the Company.

**Section 4.3 Amendment.** This Agreement may be amended by the parties hereto at any time before the Effective Time by an instrument in writing signed on behalf of each of the parties hereto.

**Section 4.4 Interpretation.** The headings, table of contents, and index of defined terms contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or

"including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

**Section 4.5 Miscellaneous.** This Agreement (including the documents and instruments referred to herein): (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties hereto; and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Washington and the State of California, as applicable (without giving effect to the provisions thereof relating to conflicts of law).

**Section 4.6 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

**Section 5.7 Parties in Interest.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

**Section 5.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the principles of conflicts of law thereof.

**Section 4.9 Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

SIGNATURE PAGE – AGREEMENT AND PLAN OF MERGER

IN WITNESS WHEREOF, Microsoft and the Company have each caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

MICROSOFT CORPORATION

By 

Name: John Seethoff

Title: Assistant Secretary

WEBTV NETWORKS, INC

By 

Name: John Seethoff

Title: Secretary





**UNITED STATES DEPARTMENT OF COMMERCE  
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SALT LAKE CITY, UT 84111

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BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

KEREN, AVISHAI

DOC DATE: 03/15/2001

ASSIGNOR:

FEDER, MEIR

DOC DATE: 03/15/2001

ASSIGNOR:

PAZ, OFIR

DOC DATE: 03/15/2001

ASSIGNEE:

WEBTV NETWORKS, INC.  
1065 LA AVENIDA AVENUE  
MOUNTAIN VIEW, CALIFORNIA 94043

SERIAL NUMBER: 09770767

FILING DATE: 01/25/2001

PATENT NUMBER:

ISSUE DATE:

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14531.107.1.3

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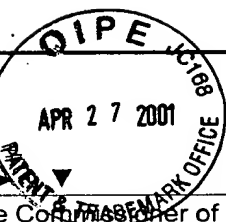
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Avishai Keren  
Meir Feder  
Ofir Paz

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: March 15, 2001

## 2. Name and address of receiving party(ies):

Name: WebTV Networks, Inc.Address: 1065 La Avenida AvenueCity: Mountain View State/Prov.: CACountry: USA ZIP: 94043

Additional name(s) &amp; address(es)

☐ Yes ☒ No

## 4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

(09/770,767)

January 25, 2001

Additional numbers

☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rick D. NydeggerRegistration No. 28,651

Address:



022913

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Rick D. Nydegger

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Signature

Apr. 27, 2001

Date

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PATENT APPLICATION

Docket No: 14531.107.1.3

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## ASSIGNMENT

WHEREAS, we, Avishai Keren, Meir Feder, and Ofir Paz, (hereinafter referred to as ASSIGNORS), having post office addresses of Hei Be'Iyar 44, 48056 Rosh Ha'Ayin, Israel; Beitara Street 39, 46432 Herzelia, Israel; and Hakukiya Street 48/7, 75548 Rishon Lezion, Israel; respectively, are the joint inventors of an invention entitled "MULTIMEDIA STREAM COMPRESSION", as described and claimed in the specification forming part of an application for United States letters patent;

Said invention being disclosed in a United States patent application executed heretofore and now identified as File No. 14531.107.1.3 of the law firm of Workman, Nydegger & Seeley, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 09/770,767 on January 25, 2001.

WHEREAS, WebTV Networks, Inc., (hereinafter referred to as ASSIGNEE), a corporation of the State of California having a place of business at 1065 La Avenida Avenue, Mountain View, CA 94043, is desirous of acquiring the entire right, title, and interest in and to the invention and in and to any letters patent that may be granted therefore in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, and transfer unto said ASSIGNEE, the entire right, title, and interest in and to said invention, said application and any and all letter patent which may be granted for said invention in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues, and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty, or otherwise, said invention, application, and all letters patent on said invention to be held and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this agreement, transfer, and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation



regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefore.

Dated this 15 day of March, 2001.

Avishai  
Avishai Keren  
Israel Citizen

Dated this 15 day of March, 2001.

Meir Feder  
Meir Feder  
Israel Citizen

Dated this 15 day of March, 2001.

Ofir Paz  
Ofir Paz  
Israel Citizen

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